

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CHRISTOPHER J. WALSH, as he is ADMINISTRATOR,
CONSTRUCTION TEAMSTERS HEALTH AND
WELFARE FUND and INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, LOCAL 379,
Plaintiffs

C.A. No. 04-12053 GAO

vs.

BAY STATE SWEEPING & CONSTRUCTION CORP.,
Defendant

and

EASTERN BANK,
Trustee

AFFIDAVIT OF CHRISTOPHER WALSH
IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION

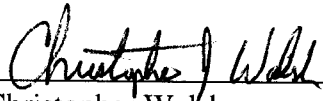
1. My name is Christopher Walsh. I am the Administrator of the Construction Teamsters Health and Welfare Fund ("Fund").
2. Bechtel/Parsons Brinckerhoff, project manager of the Central Artery (I-93)/Tunnel (I-90) Project ("Big Dig"), entered into a Project Labor Agreement ("PLA") with all of the unions performing work on the Big Dig. Local 379 was one of the signatory unions.
3. Pursuant to the PLA, Bay State became bound to the terms of the Fund's collective bargaining agreement, the Massachusetts Heavy Construction Agreement (the "Agreement"). The Agreement, like its predecessor and subsequent agreements, requires employers to make fringe benefit contributions to the Fund for each hour worked by covered

employees. The Agreement specifies the amount to be contributed by an employer to the Fund for each hour worked.

4. Bay State has repeatedly failed and refused to submit records that are required for the Fund's auditor to conduct a satisfactory examination of Bay State's payroll records for the period January 1, 2000 to the present.

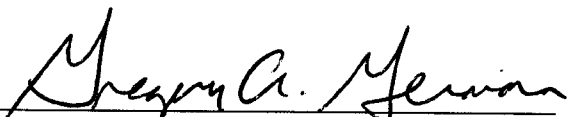
5. Therefore, Bay State continues to owe an as yet unliquidated amount of fringe benefit contributions to the Fund for the period January 1, 2000 to the present.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 6th DAY OF JANUARY, 2005.


Christopher Walsh

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Affidavit has been served by certified and first class mail upon defendant Bay State Sweeping and Construction Corp. at 369 3rd Street, Everett, MA 02149 this 11th day of January, 2005.


Gregory A. Geiman, Esquire